LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

GENERAL (GE)

Function	Measurement Objective	Proposed Service Quality Measurement
Systems Availability	Measures the availability of operations support systems and associated interfaces (for pre-ordering, ordering and provisioning, maintenance)	≤ 0.1% unplanned downtime per month, reported for each interface: Pre-ordering Inquiry Interface Ordering Interface Maintenance Interface **GE-1** **(# Hours Interface and/or System Not Available as Scheduled) ÷ (Total # Hours Scheduled Availability) x 100** **GE-2** **Mean # of Hours Available**
Center Responsiveness	Measures the time for the ILEC representative to answer business office calls in provisioning and trouble report centers.	≥ 95% within 20 seconds 100% within 30 seconds **GE-3** **# Calls Answered Within Specified Timeframe x100** **Total # Calls from CLEC to Center** **GE-4** **Mean Time to Answer Calls w/o IVR; if IVR - Mean Time to Answer Calls after the end of IVR**

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

BILLING (BI)

Function	Measurement Objective	Proposed Service Quality Measurement
Timeliness of Billing Records Delivered	Measures the timeliness of billing records and wholesale bills (usage, CSRs, service orders, time & materials, adjustments) delivered to CLEC	99.9% billing records received in ≤ 24 hours 100% billing records received in ≤ 48 hours ≥ 99.95% wholesale bills received within 10 calendar days of bill date **BI-1** **# Billing Records Delivered on time x 100** **Total # of Billing Records Received** **BI-2** **Mean Time to Provide Billing Records** **BI-3** **Mean Time to Deliver Wholesale Bills**
Accuracy	Measures the percentage ***and mean time*** of billing records delivered to CLEC in the agreed-upon format and with the complete agreed-upon content (includes time and material and other non-recurring charges)	≥ 98% wholesale bill financially accurate ≥ 99.99% of all records transmitted **BI-4** **(# of Accurate and Complete Formatted Mechanized Bills , Total # Mechanized Bills Received) x 100** **BI-5** **# of Billing Records Transmitted Correctly x 100** **Total # of Billing Records Received**

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

OPERATOR SERVICES AND DIRECTORY ASSISTANCE (DA)

Function	Measurement Objective	Proposed Service Quality Measurement
Average Speed to Answer	Measures the percent and mean time a call is answered by an OS or DA operator in a predefined timeframe. Includes all time from initiation of ringing until the customer's call is answered.	For live agent, 90% of calls answered in 10 seconds. For Voice Response Unit service, 100% within 2 seconds. **DA-1** # Calls Answered Within "*x*" seconds / Total DA Calls x 100 *where "x" equals 2or 10 seconds* **DA-2** *DA Mean Time To Answer* **OS-1** # Calls Answered Within "*x*" seconds / Total OS Calls x 100 where "x" equals 2 or 10 seconds **OS-2** *OS Mean Time To Answer*

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

NETWORK PERFORMANCE (NP)

Function	Measurement Objective	Proposed Service Quality Measurement
Network Performance Parity	Compares ILEC performance distribution for its own customers to ILEC performance distribution for CLEC customers. Measures the deviation from supplier service performance distribution for each metric specified.	Deviation ≤ 0.10% from supplier service performance distribution: Transmission quality: • Subscriber Loop Loss • Signal to Noise Ratio • Idle Channel Circuit Noise • Loops-Circuit Balance • Circuit Notched Noise • Attenuation Distortion Speed of Connection: • Dial Tone Delay • Post Dial Delay • Call Completion/ Delivery Rate Reliability Requirements: (For TSR Only) • Network incidents affecting > 5000 blocked calls • Network incidents > 100,000 blocked calls Statistical comparison based on the Mean ILEC Customer Experience and standard deviation from this mean, the Mean CLEC Customer Experience and standard deviation from this mean, and the number of observations used to determine these means. **NP-1** **(Mean ILEC customer experience - Mean CLEC customer experience) ÷ Mean ILEC customer experience x 100** ***Deviation between ILEC performance for ILEC and CLEC customers must be less than 0.10%.***

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

INTERCONNECT / UNBUNDLED ELEMENTS AND COMBOS (IUE)

Function	Measurement Objective	Proposed Service Quality Measurement
Availability of Network Elements	Measures the availability of network elements (e.g. signaling link transport, SCPs/ Databases, & loop combinations)	Loop Combo availability 100% Signaling Link Transport Unavailability: • A-Link: ≤ 1 min per year • D-Link: ≤ 1 sec per year • SCPs/Databases: ≤ 15 min per year • SCPs/Databases correctly updated: ≥ 99% in ≤ 24 hrs **IUE-1** **# minutes Loop unavailable x 100** **Total # minutes** **IUE -2** **# minutes A-link available during "*x*" years** **"*x*" years** **IUE-3** **# seconds D-link unavailable during "*x*" year** **"*x*" year** **Where x ≤ or ≥ year. After year, monthly reporting should be for a rolling year.** **IUE-4** **# Database Records Correctly Updated x 100** **Total # Update Requests Received by ILEC** **IUE-5** **(# Database Records Updated within 24 hours of Update Request Receipt) , (Total # Database Update Requests Received) x 100**

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

INTERCONNECT / UNBUNDLED ELEMENTS AND COMBOS (IUE) (con'd)

Function	**Measurement Objective**	**Proposed Service Quality Measurement**
Performance of Network Elements	Measures the performance of network elements (e.g. LIDB, routing to CLEC OS/DA platforms, 800, AIN)	**Example:** •LIDB reply rate to all query attempts ≥ 99.95% •LIDB query time-out ≤ 0.05% •Unexpected data values in replies for all LIDB queries ≤ 1% •% of LIDB queries return a missing customer record = 0% •Group troubles in all LIDB queries ≤ 0.5% **Delivery to OS platform:** Mean Post Dial Delay for "0" calls from LSO to CLEC OS platform ≤ 2 seconds PDD for "0+" calls with 6 digit analysis from LSO to CLEC OS platform: 95% ≤ 2.0 sec; Mean ≤ 1.75 sec Percent of call attempts to CLEC OS Platform that were blocked ≤ 0.1% **IUE-6** **(# LIDB[or 800 or AIN or *n*]Query Replies Received by CLEC) + (Total # LIDB[or 800 or AIN or *n*] Queries Received by ILEC) x 100** **IUE-7** **(# LIDB[or 800 or AIN or *n*] time-out responses received by CLEC) + (Total # LIDB [or 800 or AIN or *n*]Queries Received by ILEC) x 100** **IUE-8** **(# LIDB [or 800 or AIN or *n*]Query Replies with unexpected data values received by CLEC) + (Total # LIDB Queries Received by ILEC) x 100**

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

INTERCONNECT / UNBUNDLED ELEMENTS AND COMBOS (IUE) (con'd)

Function	Measurement Objective	Proposed Service Quality Measurement
		IUE-9 **(# LIDB| or 800 or AIN or *n*] Query Replies missing customer record received by CLEC) , (Total # LIDB [or 800 or AIN or *n*]Queries received by ILEC) x 100** **IUE-10** **(Cumulative Total # Post Dial Delay Seconds experienced on "0" calls from LSO to CLEC OS platform) + (Total # "0" calls from LSO to CLEC OS platform)** **IUE-11** **(Cumulative Total # Post Dial Delay Seconds experienced on "0+" calls with 6 digit analysis from LSO to CLEC OS platform) + (Total # "0+" calls with 6 digit analysis from LSO to CLEC OS platform)** **IUE-12** **# of "0+" calls with 6 digit analysis from LSO to CLEC OS platform that have Post Dial Delay $\leq$ 2 seconds + (Total # "0+" calls with 6 digit analysis from LSO to CLEC OS platform)** **IUE-13** **# Blocked Call Attempts to CLEC OS Platform x 100** **Total # Call Attempts to CLEC OS Platform**

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

FORMULAS
QUICK REFERENCE GUIDE

Metric No.	Formula
PRE-ORDER	
PO-1	# of Responses Received on Time / Total # of Queries Sent x 100
PO-2	Mean Cycle Time
ORDERING AND PROVISIONING	
OP-1	# of Orders Completed on Time / Total # of Order Completed x 100
OP-2	Mean Completion Interval
OP-3	# of Orders Completed w/o Error / Total # of Orders Sent x 100
OP-4	[# of *C*-FOCs Returned in ≤ 4 hours ÷ (Total # of Orders Sent - Syntax Rejects Returned)] x 100
OP-5	Mean Time to Return FOC
OP-6	[# of ***D-FOCs*** Returned in ÷ (Total # of Orders Sent - Rejects Returned)] x 100

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

OP-7 Mean Time to Return ***D-FOCs***

OP-8 (# of ***Syntax*** Rejects Returned in ≤ 15 seconds) ÷
(Total # of ***Syntax*** Rejects Returned) x 100

OP-9 Mean Time to Return Rejects

OP-10 ***Jeopardies Returned within 70% of allotted order time ÷ Total number Jeopardies Returned***

OP-11 (# of Completions Returned in ≤ 30 minutes) ÷
(Total # Completed Orders) x 100

OP-12 Mean Time to Return Completion

OP-13 Jeopardies
Total C-FOCs - Total Rejects

OP-14 (# of Orders Held for ≥ x days) ÷
(Total # of Orders Sent to ILEC
in past x days) x 100

OP-15 Mean Time of Orders Held Prior
to Completion

MAINTENANCE / REPAIR

MR-1 (# of Troubles Restored within x hours ÷
Total # Troubles) x 100
where "x" = 2,3,4,8,16 or 24 "running clock" hours

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

MR-2	Total # of Trouble Minutes Total # of Trouble Reports	
MR-3	# of telephone lines reporting ≥ 2 troubles in the current report months ÷ Total # of troubles in current report months	
MR-4	# of Initial & Repeated Trouble Reports per exchange per month Total # of Lines per exchange	x 100
MR-5	# Customer Trouble Appointments Met Total # Customer Trouble Appointments	x 100
GENERAL		
GE-1	(# Hours Interface and/or System Not Available as Scheduled) ÷ (Total # Hours Scheduled Availability)	x 100
GE-2	Mean # of Hours Available	
GE-3	# Calls Answered within Specified Timeframe Total # Calls from CLEC to Center	x 100
GE-4	Mean Time to Answer Calls w/o IVR; If IVR, Mean Time to Answer Calls after end of IVR	
BILLING		
BI-1	# Billing Records Delivered on Time Total # of Billing Records Received	x 100

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

BI-2	Mean Time to Provide Billing Records	
BI-3	Mean Time to Deliver Wholesale Bills	
BI-4	(# of Accurate & Complete Formatted Mechanized Bills ÷ Total # Mechanized Bills Received)	x 100
BI-5	# of Billing Records Transmitted Correctly / Total # of Billing Records Received	x 100

DIRECTORY ASSISTANCE AND OPERATOR SERVICES

DA-1	# Calls Answered within "x" seconds / Total DA Calls where "x" equals 2 or 10 seconds	x 100
DA-2	DA Mean Time to Answer	
OS-1	# Calls Answered within "x" seconds / Total OS Calls where "x" equals 2 or 10 seconds	x 100
OS-2	OS Mean Time to Answer	

NETWORK PERFORMANCE

NP-1	(Mean ILEC customer experience - Mean CLEC customer experience) ÷ Mean ILEC Customer Experience	x 100

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

INTERCONNECTION / UNBUNDLED ELEMENTS AND COMBOS

IUE-1 # Minutes Loop available / Total # Minutes x 100

IUE-2 # Minutes A-link unavailable during x years / x years
(where "x" < or > 1 year after first year, monthly reporting should be for a rolling year.

IUE-3 # Seconds D-link unavailable during x years / x years

IUE-4 # Database Records Correctly Updated / Total # Update Requests Received by ILEC x 100

IUE-5 (# Database Records Updated within 24 hrs. of Update Request Received) ÷ (Total # Database Update Requests Received)

IUE-6 (# LIDB [or 800 or AIN or n] Query Replies Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC x 100

IUE-7 (# LIDB [or 800 or AIN or n] Time-Out Responses Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC) x 100

IUE-8 (# LIDB [or 800 or AIN or n] Query Replies with Unexpected Data Values Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC) x 100

LCUG Service Quality Measurements (SQMs)

ASSUMPTION: OSS FULLY IMPLEMENTED BY ILEC

IUE-9	(# LIDB [or 800 or AIN or n] Query Replies Missing Customer Record Received by CLEC) ÷ (Total # LIDB [or 800 or AIN or n] Queries Received by ILEC)	x 100
IUE-10	(Cumulative Total # Post Dial Delay Seconds experienced on "0" calls from LSO to CLEC OS platform) ÷ (Total # "0" calls from LSO to CLEC OS platform)	
IUE-11	(Cumulative Total # Post Dial Delay Seconds experienced on "0+" calls with 6-digit analysis from LSO to CLEC OS platform) ÷(Total # "0+" calls with 6-digit analysis from LSO to CLEC OS platform)	
IUE-12	(# of "0+" calls with 6-digit analysis from LSO to CLEC OS platform that have Post Dial Delay ≤ 2 seconds) ÷ (Total # "0+" calls with 6-digit analysis from LSO to CLEC OS platform)	
IUE-13	# Blocked Call Attempts to CLEC OS Platform / Total # Call Attempts to CLEC OS Platform	x 100

EXHIBIT J

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

*****

In the Matter of the complaint of BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC. Against AMERITECH CORPORATION and MICHIGAN BELL TELEPHONE CO., d/b/a AMERITECH MICHIGAN, regarding discriminatory practices as it relates to the termination of intraLATA toll traffic	)	Case No. U-11350

COMPLAINT OF BROOKS FIBER COMMUNICATIONS

Respectfully submitted,

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Attorneys for Brooks Fiber Communications of Michigan, Inc.

Dated: March 21, 1997

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

*****

In the Matter of the complaint of BROOKS FIBER COMMUNICATIONS OF MICHIGAN, INC. Against AMERITECH CORPORATION and MICHIGAN BELL TELEPHONE CO., d/b/a AMERITECH MICHIGAN, regarding discriminatory practices as it relates to the termination of intraLATA toll traffic	)	**Case No. U-11350**

COMPLAINT OF
BROOKS FIBER COMMUNICATIONS

This is a Complaint by Brooks Fiber Communications of Michigan, Inc. ("Brooks" or "Complainant"), by and through its attorneys, Butzel Long, pursuant to Section 203 of the Michigan Telecommunications Act, MCL 484.2101 *et seq.* ("MTA"), and Rules 501 *et seq.* of the Rules of Practice and Procedure Before the Commission, MAC R 460.17501 *et seq.*. In support of its complaint, Brooks states as follows:

Parties

1. The Complainant, Brooks Fiber Communications of Michigan, Inc. ("Brooks") is a Michigan corporation with its principal office at 2855 Oak Industrial Dr., NE, Grand Rapids, Michigan 49506. Brooks Fiber Communications of Michigan, Inc.'s parent company, Brooks Fiber Properties, Inc., has its national headquarters at 425 Woods Mill Road South, Suite 300, Town and Country, Missouri 63017. Brooks is licensed as a provider of basic local exchange service within the State of Michigan

under Sections 301-303 of the Michigan Telecommunications Act, as amended, MCL 484.2301-484.2303.

2. Ameritech Corporation is the regional Bell operating company whose in-service State territories include Michigan. Its subsidiary, Michigan Bell Telephone Company d/b/a Ameritech Michigan ("Ameritech"), is a telecommunications carrier licensed and certified to provide various telecommunications services in Michigan under the MTA, as amended. Ameritech's services include basic local exchange services and intraLATA toll services. Ameritech's Michigan office is at 444 Michigan Avenue, Detroit, Michigan 48226.

Interest of Complainant

3. Brooks is licensed as a basic local telephone service provider in competition with Michigan Bell Telephone Company d/b/a Ameritech Michigan in the Grand Rapids, Holland, Zeeland, Traverse City, Lansing, and Ann Arbor exchanges. Brooks currently provides local exchange service, directory assistance, 911, intraLATA toll, access, Centrex, and interconnection services as described in Brooks' Tariffs MPSC Nos. 1-7. As a competitor of Ameritech, Brooks is directly affected and damaged by the anticompetitive activity described in this complaint.

Jurisdiction

4. The MTA provides that the Commission has jurisdiction and authority to administer the MTA. A primary purpose of the MTA is to promote fair and effective telecommunications competition in the State of Michigan. In addition, section 203 of

the MTA authorizes the Commission, upon receipt of a complaint, to conduct an investigation, hold hearings, and issue its findings and order under the contested case provisions of the Michigan Administrative Procedures Act of 1969, MCL 24.201 *et seq.*

5. The Michigan statutory sections to which this Complaint relates are sections 305, 310, 502, and 601, which provide in pertinent part as follows:

> § 305. (1) A provider of basic local exchange service shall not do any of the following:
>
> (a) Discriminate against another provider by refusing or delaying access service to the local exchange.
>
> (b) Refuse or delay interconnections or provide inferior connections to another provider.
>
> (c) Degrade the quality of access service provided to another provider.
>
> (d) Impair the speed, quality, or efficiency of lines used by another provider.
>
> * * * * *
>
> (j) Refuse or delay access service by any person to another provider.
>
> * * * * *
>
> (m) Bundle unwanted services or products for sale or lease to another provider.
>
> (n) Perform any act that has been prohibited by this act or an order of the commission.
>
> (o) Sell services or products, extend credit, or offer other terms and conditions on more favorable terms to an affiliate of the provider than the provider offers to other providers.
>
> §310(5). A provider of toll access service, whether under tariff or contract, shall offer the services under the same rates, terms and conditions, without unreasonable discrimination, to all providers. All pricing of special toll access services and switched access service, including volume discounts, shall be offered to all providers under the same rates, terms, and conditions. Until allowed by federal communications commission, volume discounts on switched access are prohibited under this subsection.

§ 502. A provider of a telecommunication service shall not do any of the following:

(a) Make a statement or representation, including the omission of material information, regarding the rates, terms, or conditions of providing a telecommunication service that is false, misleading, or deceptive.

(b) Charge an end-user for a subscribed service that the end-user did not make an initial affirmative order. Failure to refuse an offered or proposed subscribed service is not an affirmative order for the service.

§ 601. If after notice and hearing the commission finds a person has violated this act, the commission shall order remedies and penalties to protect and make whole ratepayers and other persons who have suffered an economic loss as a result of the violation, including, but not limited to, 1 or more of the following:

(a) Except as provided in subdivision (b), the person to pay a fine for the first offense of not less than $ 1,000.00 nor more than $ 20,000.00 per day that the person is in violation of this act, and for each subsequent offense, a fine of not less than $ 2,000.00 nor more than $ 40,000.00 per day.

(b) If the provider has less than 250,000 access lines, the provider to pay a fine for the first offense of not less than $ 200.00 or more than $ 500.00 or more than $ 1,000.00 per day.

(c) A refund to the ratepayers of the provider of any collected excessive rates.

(d) If the person is a licensee under this act, that the person's license is revoked.

(e) Cease and desist orders.

6. Section 203(6) of the MTA provides: "If a hearing is required, the . . . Complainant shall publish a notice of hearing as required by the Commission within 7 days of the date the . . . Complaint was filed or as required by the Commission. The first hearing shall be held within 10 days after the date of the notice." [emphasis

added]. Brooks will defer to the Commission to determine when notice should be published and the first hearing should be held.

Facts and Allegations

7. Brooks and Ameritech compete with one another within the same geographic service areas for customers for both local exchange and intraLATA toll service. Both Ameritech's and Brooks' local exchange customers have the option of selecting different carriers for intraLATA toll service. For example, a customer having Brooks as its carrier for local service may have AT&T chosen as its "dial 1" carrier for intraLATA toll traffic, or may "dial around" the preselected carrier by using another company's 10XXX access code.

8. Brooks' local exchange switch has "dual PIC" capability. That is, a customer may select a different carrier as its "dial 1" carrier for intraLATA toll calls than the carrier picked as its "dial 1" carrier for interLATA toll calls. For example, a local service customer of Brooks may choose Brooks (or another carrier, such as AT&T) as its "dial 1" carrier for intraLATA toll calls and choose MCI as its "dial 1" carrier for interLATA toll calls.

9. Ameritech has refused to allow customers of Brooks' local exchange services to elect Ameritech for intraLATA toll services.

10. Ameritech provides intraLATA toll service to customers of other local exchange companies that do not compete with Ameritech for local exchange service customers – including customers of Allendale Telephone Company, the Drenthe Telephone Company, and the Borculo Telephone Company – through

contractual arrangements. Under these arrangements, end users served by these companies may utilize Ameritech to originate intraLATA toll calls. The independent telephone company bills the end user on behalf of Ameritech and remits the payments to Ameritech, based on contractual arrangements.

11. Ameritech's refusal to offer intraLATA toll service to Brooks' local service customers, while offering such services to customers of other local exchange service providers, constitutes anticompetitive activity in violation of the MTA. Specifically, Ameritech's refusal constitutes unlawful action by a provider of local exchange service in discriminating against other providers, in providing inferior connections to another provider, by impairing the speed, quality, or efficiency of lines used by another provider, and by refusing or delaying access service by any person to another provider, in violation of MCL 484.2305(1)(a), (b), (c), (d), and (j).

12. Ameritech's refusal to allow customers of Brooks' local services to select Ameritech as the provider of intraLATA toll service, while offering that service to customers of other providers through arrangements with those providers, constitutes a violation of the requirement under MCL 484.2310(5) to offer toll access services to all providers under the same rates, terms, and conditions.

13. In addition to wrongly denying access by Brooks' customers to intraLATA toll services, Ameritech and its distributors have engaged in anti-competitive sales activities with regard to intraLATA toll calling term plans, known as Ameritech Value Link Calling Plus Plans. These term agreements vary in length from twelve months to eighty-four months. The customer commits to a minimum monthly usage to secure a reduced rate for intraLATA toll calls. The minimum

annual usage amounts vary from $600/year ($50/month) to $12,000.00/year ($1,000.00/month). If a customer fails to meet the minimum usage in any one month of the agreement, Ameritech bills the customer the difference to make up the minimum monthly commitment.

14. Several customers of Ameritech's Value Link Calling Plus Plans have expressed an interest in switching to Brooks as their local service carrier. However, Ameritech has refused to allow these customers to switch their local service to Brooks and maintain their Ameritech intraLATA toll service calling plans. Ameritech has a policy not to allow customers of Brooks' local exchange service to select Ameritech as their intraLATA toll service provider.

15. If the customer nevertheless elects to switch to Brooks for local service, the customer must terminate its Ameritech Value Link Calling Plus Plan and incur a penalty. Consequently, the customer who believes it has purchased only an intraLATA long distance calling plan has also, in effect, tied itself to solely using Ameritech's local exchange service as well. Ameritech has effectively foreclosed competition for local exchange service in a large segment of the market by systematically refusing to allow customers of competitors to maintain a Value Link Calling Plus Plan with any local service provider other than Ameritech. As a *de facto* tie-in between Ameritech's Value Link Calling Plus Plans and its local exchange service, Ameritech is unlawfully bundling unwanted services or products in violation of MCL 484.2305(1)(m). In addition, by failing to disclose to Value Link Calling Plus Plan customers that, by signing up for the plan, the customer is effectively limiting itself to Ameritech for local service, Ameritech has omitted

material information regarding the terms and conditions of the Value Link Calling Plus Plan in a manner that is false, misleading, and deceptive, in violation of MCL 484.2502(a).

16. In addition, Ameritech has refused to accurately provide critical financial information to Value Link Calling Plus Plan customers considering changing to Brooks for local exchange services by misrepresenting or refusing to disclose the termination penalty of the Value Link Calling Plus Plan contracts. Through these actions, Ameritech has omitted material information regarding the terms and conditions of the Value Link Calling Plus Plan in a manner that is false, misleading, and deceptive, in violation of MCL 484.2502(a).

17. Several customers of Ameritech's Value Link Calling Plus Plans have indicated that, but for Ameritech's refusal to allow customers of Brooks' local exchange service to select Ameritech as its intraLATA toll service provider, they would become customers of Brooks for local exchange service. In addition, in order to attract customers, Brooks has incurred the expense of buying out customers' Value Link Calling Plus Plan contracts. Consequently, Brooks has been damaged in the form of lost revenue and profit. Ameritech's practices have cost Brooks over $10,000.00 in credit adjustments to customer bills for Value Link Calling Plus Plan cancellation penalties. In addition, Brooks has been unable to sell to businesses with these long term agreements because of the high penalty to switch. The result is lost business totaling over 1,000 lines. The exact amount of the damages involved will depend on the number of lost customers and the time between these customers' decision not to engage Brooks for local exchange

service because of Ameritech's anti-competitive activities and the date the Commission directs Ameritech to allow Value Link Calling Plus Plan customers to switch to Brooks for local exchange service.

Demand for Contested Case Hearing

18. Brooks respectfully demands a contested case hearing on this Complaint.

19. This complaint is supported by the testimony and exhibits of Martin W. Clift, Jr., and Bernie Schmidt.

Proposed Relief

WHEREFORE, Brooks respectfully asks that the Commission issue an order directing the following:

1. Order Ameritech to allow customers of Brooks' local exchange services to select Ameritech as their "dial 1" provider of intraLATA toll service, and specifically order that customers of Ameritech's Value Link Calling Plus Plans be allowed to continue the plans when switching to Brooks as their provider of local exchange service. In the alternative, the Commission should allow customers of Value Link Calling Plus Plans to terminate the plans without penalty when switching local service providers if Ameritech does not allow those customers of Brooks to select Ameritech as their intraLATA toll service provider.

2. Order Ameritech to cease and desist the practices set forth herein.

3. Order Ameritech to refund termination charges paid for termination of Value Link Calling Plus Plans where the customer switched to Brooks for local